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7/31/18

## TELECOMMUNICATIONS FACILITIES EXCHANGE AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into as of August 16<sup>th</sup>, 2018 by and between the City of Sioux City, Iowa (the "City") and Woodbury County, Iowa (the "County").

### Background

- A. The City owns and operates a fiber optic cable that extends from the Woodbury County Courthouse at 7<sup>th</sup> Street and Douglas Street to 8<sup>th</sup> Street, to Wesley Parkway, to 14<sup>th</sup> Street and Hamilton Boulevard to 19<sup>th</sup> Street and Hamilton Boulevard, to W. 19<sup>th</sup> Street and Riverside Boulevard and to the intersection of Riverside Boulevard and Pacquette Avenue.
- B. The County will install two (2) 2" underground conduit with one (1) twenty-four (24) count single mode fiber optic cable from the City vault at the intersection of Riverside Boulevard and Pacquette Avenue, proceeding northeast to the southeast corner of Riverside Boulevard and Military Road and continue east on the south side of Military Road under the railroad tracks at Military Road and Highway 12 (Attachment A). The route will proceed north on the west side of Highway 12 with 1¼" underground conduit to the Sioux City Railroad Museum at 3400 Sioux River Road, continuing north on Highway 12 to the Dorothy Pecaut Nature Center (Attachment B).

### Terms

NOW, THEREFORE, the parties agree as follows:

#### 1. Obligations of the City.

The City will own, operate, and maintain the existing City Conduit described in Background Paragraph A.

#### 2. Grant of Rights to the County.

- (a) The City grants the County the right to have two (2) conduit penetrations into the fiber vault located at the intersection of Riverside Boulevard and Pacquette Avenue, for the sole purpose of connecting the County's twenty-four (24) fiber cable into the City's ninety-six (96) fiber cable, no side penetrations into the vault allowed.
- (b) The City grants the County the right to have unconditional use of six (6) dark "un-lit" fibers owned by the City as described above in Background Paragraph A. The County will be assigned fibers number 61, 62, 63, 64, 73, 74 of the City's ninety-six (96) fiber cable described in Background Paragraph A.

### 3. Obligations of the County.

The County will own, operate, and maintain the existing County Conduit described in Background Paragraph B.

### 4. Grant rights to the City

(a) The County grants the City the right to have unconditional use of six (6) dark "un-lit" fibers owned by the County as described above in Background Paragraph B. The County will be assigned fibers number 13, 14, 15, 16, 17, 18 of the County's twenty-four (24) fiber cable described in Background Paragraph B and will provide all of the labor and for the initial installation to the City's ninety-six (96) fiber cable at the intersection of Riverside Boulevard and Pacquette Avenue. The County grants the City the right to have access to enter in to any of the County's fiber vaults along the fiber route described in Background Paragraph B for the sole purpose of splicing into the fiber assigned to the City, this future access will be to the expense of the City, no side penetrations to the vaults will be allowed.

### 5. Indemnification.

(a) The City shall defend at its own expense, indemnify and hold harmless the County, its elected officials, officers, employees and agents from all claims and liability due to activities of persons employed by or representing the City while performing this Agreement. The County shall defend at its own expense, indemnify and hold harmless the City, its elected officials, officers, employees and agents from all claims and liability due to activities of persons employed by or representing the County while performing this Agreement.

### 6. Miscellaneous.

(a) This Agreement, and any related written Agreement that expressly references this Agreement, constitutes the entire Agreement of the parties with respect to the City Conduit, the County Conduit, ducts, fiber, and the County facilities, and the parties' rights and obligations with respect thereto and supersedes and cancels all prior discussions, arrangements, or agreements, written and oral, with respect to those subjects.

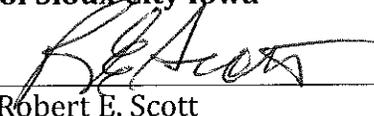
(b) Each party agrees to execute such additional documents and to take such actions as may reasonably be requested by the other party to confirm or carry out the intent and purposes of this Agreement.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

(d) This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**Woodbury County**  
By:   
Rocky DeWitt  
Chairman

**City of Sioux City Iowa**  
By:   
Robert E. Scott  
Mayor of Sioux City, Iowa

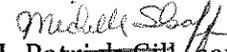
Certification of City Clerk:

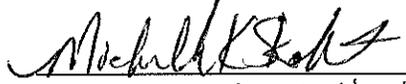
I, <sup>Deputy</sup> Heidi Farrens, certify that I am the City Clerk of the City of Sioux City, Iowa, and that Mayor Robert E. Scott, who executed this Agreement for and on behalf of the City, was duly authorized and empowered to do so as of August 16<sup>th</sup>, 2018.



  
Heidi Farrens  
Deputy City Clerk of the City of Sioux City, Iowa

Certification of County Auditor:

  
I, <sup>Deputy</sup> Patrick Gill, certify that I am the County Auditor of Woodbury County, Iowa, and that Rocky DeWitt, who executed this Agreement for and on behalf of the County, was duly authorized and empowered to do so as of 7-31, 2018.

  
~~Patrick Gill~~ Michelle K. Skaff, Deputy Auditor  
County Auditor of Woodbury County, Iowa



Attachment B

Photo 1 of 3

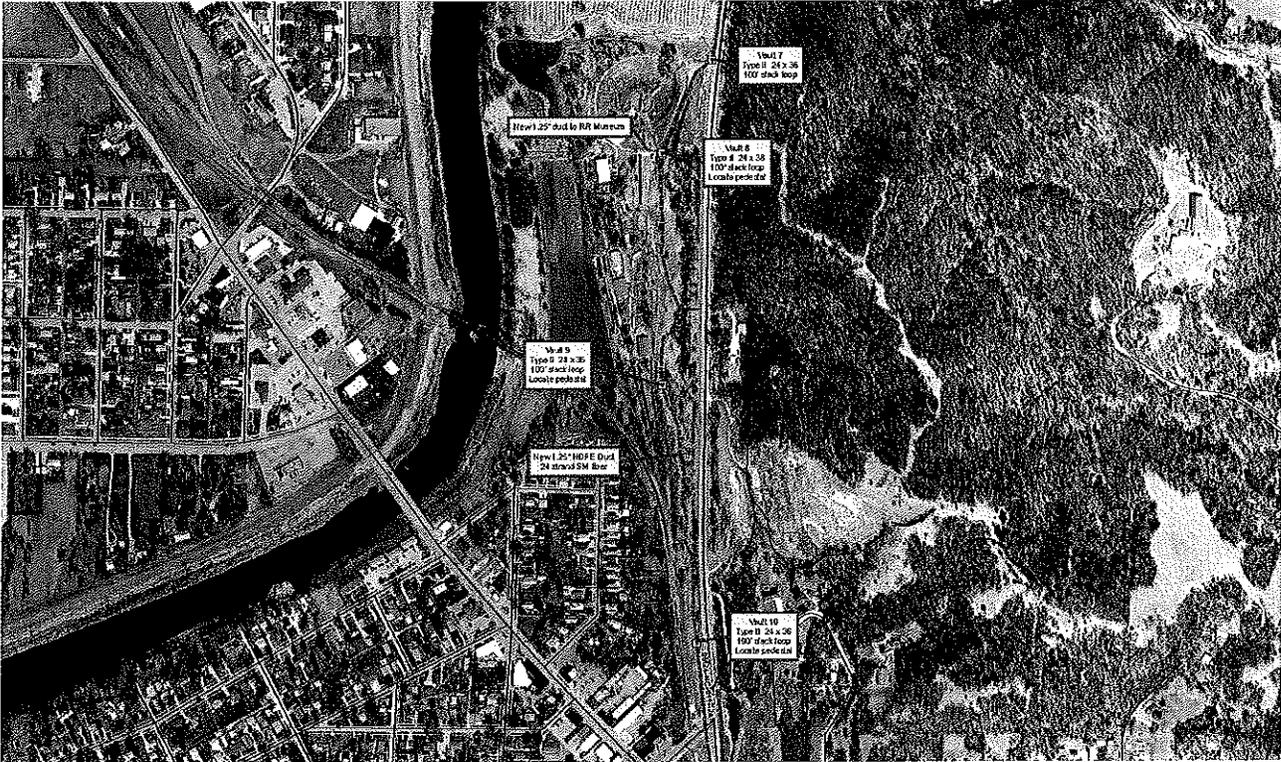


Photo 2 of 3

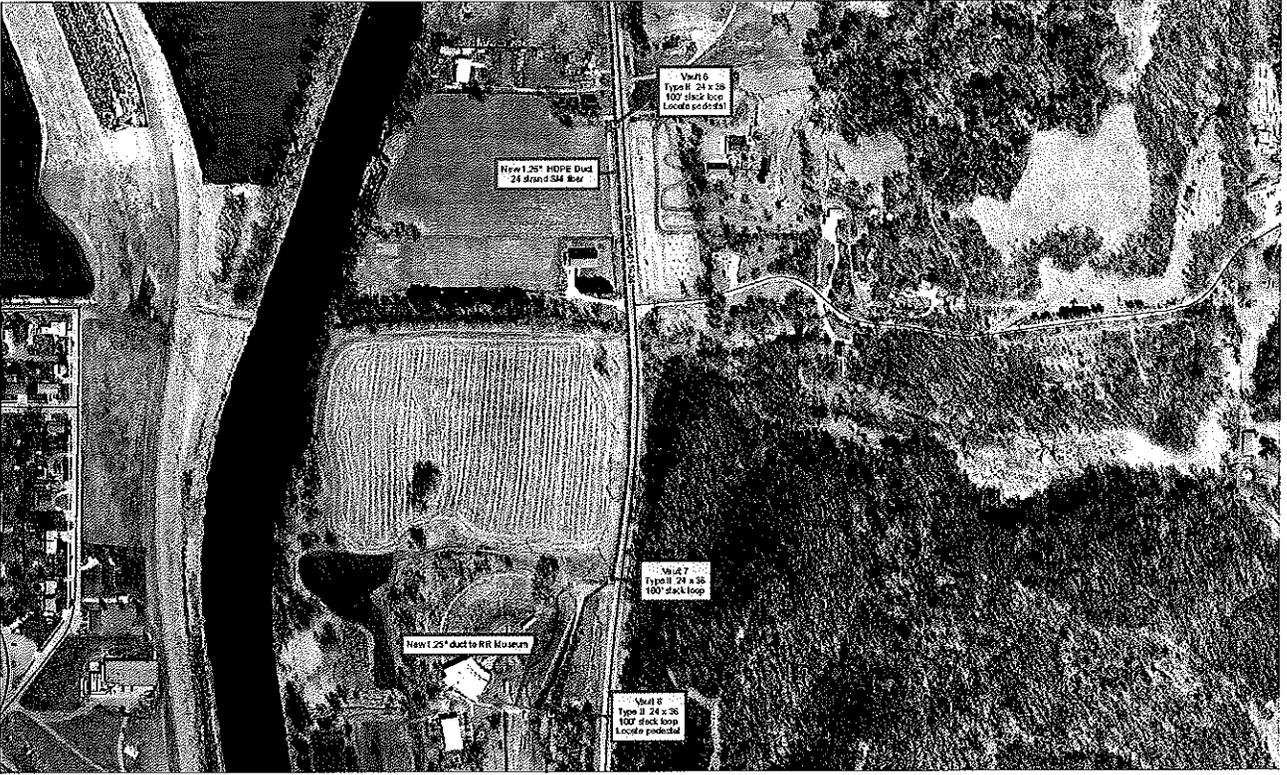


Photo 3 of 3

